

MR. RIDER by Letters Patents under the Great Seal of England, bearing Date the 21 Day of July, in the Fourth Year of the Reign of the late King James, had in Conjunction with Edward Burdett, full and sole liberty and power granted, to Erect a Conduit Wharf and other Buildings upon the Beach of New-Deal, and also to dig open the High-ways, Streets and other waste Grounds, for bringing fresh Water to the said Town and Conduit-Head.

And it will be of mighty Benefit and Advantage, not only to the Inhabitants of the said Town, but also the Royal Navy, and all other Ships that Ride there, and in the Downs, to have the Water brought from a River called the North-Stream, which is designed by Mr. Rider.

But by reason of the different Interests in and about the Town, and between the Town and River, it cannot be Effected without an *Act of Parliament*: Mr. Rider obtained leave the last Session, as he has done this, to bring in a Bill to Enable him to proceed in so good and necessary an Undertaking.

And that the opposition designed against this Bill by Warner may not have the same effect. Mr. Rider is prepared not only to Answer Warner's Objections and false Allegations, but also to detect the Insufficiency of his Work and Undertaking, set on foot to destroy Mr. Rider's Right.

The Land on each side the Town towards the Castles, together with the High-ways, Streets and publick Passages belong to the King; and without breaking up those Streets, High-ways and Publick Passages, the Town and Shipping can't be supplyed with Water, which in Warner would be an Infringement of the Rights and Priviledges granted to Mr. Rider, and deprive him of the Benefit of his Grant, also on which a Security of 2500*l.* depends.

That part of the Town and Beach belongs to the See of Canterbury, was Adjudged and Decreed in the Year 1694. the other part stands on Mr. Gooking or Captain Verriers Mannor, and between the Town and River are several other Proprietors, which makes and *Act of Parliament* absolutely necessary to carry on this Undertaking, wherein Provision will be made for all Parties concerned, that no Person may suffer in his Inheritance or Possession, without satisfaction which answers all Objections of that kind.

Mr. Warner without consulting Mr. Rider, whose Right he was well apprized of, begins a Work of the same Nature; but Mr. Rider's Title was unknown to the Arch-Bishop when he consented to Mr. Warner's request, and his Grace is willing now to leave the determination thereof to the Parliament.

The Corporation of Deal have no Title, but what they hold by Lease from the Arch-Bishop, or derive from the Crown by their Charter: The Bishops Leases are but for 21 Years, and the Town is but lately Incorporated, and their Grant from the Crown subsequent to Mr. Riders; which way then can Mr. Warner derive a Title from them by a Lease of 99 Years, as his Case sets forth; and the Town so far encouraged this Undertaking of Mr. Riders, that by Articles under their Hands they are obliged to pay a Considerable Summ yearly for the River-water when this Work of Mr. Ryders is brought to perfection, as by the Articles more at large appears.

That Mr. Warner hath sunk a new Well on the North-side of the High Road to Old Deal, is true, but to what purpose, is hard to determine; since there are two Wells belonging to Mr. Bowles and his Son, and one to the Mayor of the Town besides his already; and the Mayor's Well is within 300 Yards of Warners on the same level, and the same sort of Water, and it has been found by an Experience that most Wells so near the Sea, and on the same Level prove Brackish when they come to be near drawn, and Insufficient when a great demand of Water is required; and 'tis obvious to all People that if it were not for the River of Thames and the New-River-water, this Town of London and the Shipping would be but poorly supply'd, notwithstanding the vast Numbers of Wells, Conduits, Pumps and Springs in and about this Place; besides, no Well-water is comparable for Shipping, Washing and Brewing, to that which comes from a River, which are substantial Reasons for Mr. Rider's Undertaking, and against Mr. Warners.

And nothing can more conduce to the advantage of the Town of Deal than Mr. Ryders Undertaking, for when 'tis publicly known that the Ships may be there supplyed with River-water at moderate rates, without bringing their Cask a shore, they will out of Choice water there, being the last place they touch at.

Mr. Warner hath indeed a considerable Number of Firr Pipes ready bored in a House at Deal, but not one laid, which Confirms the Ignorance of those employed in that Undertaking, for they who are better vers'd in such Affairs, know if Pipes are not immediately laid after Boring, they crack and become useleſſ; which the Gentlemen concern'd in Norwich Water-Work know by Experience, where above 2000 Yards of Pipes were taken up again for that reason, the like success will attend Warners at Deal, as well as those they affirm are bought and wrought in Sussex.

At this rate indeed Mr. Warner may squander away a great deal of Money without any advantage to himself, or the Publick; but 'tis certain 250*l.* in Pipes Bored and laid in time, will be sufficient for this Undertaking, and his Well (if he is not imposed on) could not actually cost above 50*l.* neither is there any Engine preparing, or any other Work going forward on the Place, as appears by the testimony of Mr. Sorocold and Mr. Ayres, who went down lately to view their Work, and what is designed by Mr. Rider.

And since Mr. Rider is willing and ready to bring the Water from the River for the use both of the Town and Shpping, in a better and more certain manner than Warner can pretend, and will be obliged to finish the same in Six Months after an *Act of Parliament* is passed. Mr. Rider hopes the Objection, that no Money has been laid out on the Place, will have no weight, since it was his misfortune to be prevented therein by a disagreement amongst the Parties concerned, after the Engineers had laid out the Ground, made their Computations, and the Subscriptions were procured as by the Draughts, Computations, and Subscriptions plainly appears.

And tho' a Grant from the Crown is not a sufficient Title, without an *Act of Parliament*; yet since 'tis the only Security Mr. Rider has for 2500*l.* And that the Arch-Bishop's Title was thought to be in the Crown, and not determined till some Years after Mr. Rider's Grant was past, and the 2500*l.* advanced on the Credit thereof: And since Mr. Warner has no Title but a bare pretence to an Expence laid out on purpose to supplant Mr. Rider on a wrong Foundation; Mr. Rider hopes he shall not be Debarred of the Benefit of his Grant, on which his Security depends, he having an equitable Right at least to Intercede to this Honourable House for an *Act of Parliament* to strengthen his Security, and enable him to proceed in so undoubted an Undertaking for the Publick Good.

As to what is alledged by Mr. Warner that Burdett's Name was made use of in trust for the Lord Griffin, is absolutely false, as will appear by the Deeds executed by Burdett, immediately after the Patent was Granted, when the Bill is Committed.

What Credit therefore can be given to what Warner affirms, as to 1600*l.* expended, for which nothing but a Well that may be done for fifty Pounds, and some useleſſ Firr Pipes appears, to ground his pretensions, and them bought since this Matter was brought into Parliament.

All which is most humbly Submitted to the Consideration of this Honourable House.